

SIMPLIFIED ACQUISITION

THIS DOCUMENT CONSISTS OF INFORMATION APPLICABLE TO THE SOLICITATION/REQUEST FOR QUOTATION. SUBMISSION OF AN OFFER CERTIFIES THAT THE VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS AND OTHER SECTIONS CONTAINED HEREIN. REQUIRED CERTIFICATIONS CONTAINED IN THIS DOCUMENT MUST BE DOWNLOADED, COMPLETED AND FAXED BACK WITH THE OFFER.

THE FOLLOWING SECTIONS ARE:

CONTRACT ADMINISTRATION INFORMATION

TERMS AND CONDITIONS – SIMPLIFIED ACQUISITION

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

INSTRUCTIONS, CONDITIONS, AND NOTICES

CONTRACT ADMINISTRATION DATA

- | | |
|--|-----------------------------|
| 1.Contracting Officer (CO) | As shown in CBD ad |
| 2.Contracting Officer's Representative (COR) | To be announced after award |

The COR is the CO's official representative for the purpose of conducting routine day to day monitoring of the services performed under this contract. This individual has the full authority to act on all matters except changes, disputes, or terminations **WHICH REMAIN THE SOLE RESPONSIBILITY OF THE CO.**

- | | |
|-------------|---|
| 3. Invoices | U.S. Government Printing Office
Comptroller
732 North Capitol Street NW
Mail Stop: FMCS
Washington, DC 20401
(202) 512-0874 - LOCAL
1-800-BILLGPO (1-800-245-5476)
NON-LOCAL |
| 4. Payment | Payments under this contract will be made by the Government by electronic funds transfer (EFT). If EFT information has not been provided previously, please call 1-800-BILLGPO. |

TERMS AND CONDITIONS-SIMPLIFIED ACQUISITION (OTHER THAN COMMERCIAL ITEMS)

This contract incorporates one of more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FAR changes apply to solicitation issued on or after the effective date of the change.

Also, the full text of a clause may be accessed electronically at this/these address(es)

www.arnet.gov/far
www.gpo.gov

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clause listed below implements provisions of law or Executive order:

(i) 52.222-3 Convict Labor (Aug 1996)

(2) Listed below are additional clauses that apply:

- (i) 52.225-11 Buy American Act--Balance of Payments Program--Construction Materials (Feb 2000)
- (ii) 52.232-1 Payments (Apr 1984)
- (iii) 52.232-11 Extras (Apr 1984)
- (iv) 52.244-6 Subcontracts for Commercial Items and Commercial Components (May 2001)
- (v) 52.253-1 Computer Generated Forms (Jan 1991)

The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20 Walsh Healy Public Contracts Act (Dec 1996)
(Applies to supply contracts over \$10,000)
- (ii) 52.222-26 Equal Opportunity (Feb 1991)
(Applies to contracts over \$10,000)
- (i) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)
- (ii) 52.222-36 Affirmative Action for Workers with Disabilities (Applies to contracts over \$10,000) (Jun 1998)
- (iii) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Applies to contracts over \$10,000) (Jan 1999)
- (iv) 52.222-41 Service Contract Act of 1965, As Amended (May 1989)
(Applies to service contracts over \$2,500)
- (v) 52.223-5 Pollution Prevention and Right-To-Know Information (Applies to services performed on Federal Facilities) (Apr 1998)
- (viii) 52.225-3 Buy American Act (Feb 2000)
- (ix) 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration
Listed below are additional clauses that may apply: (May 1999)
- (i) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred,
Suspended or Proposed for Debarment (Jul 1995)
- (ii) 52.211-17 Delivery of Excess Quantities (Sep 1989)
- (ii) 52.247-34 F.O.B. Destination (Nov 1991)

INSPECTION/ACCEPTANCE – The contractor shall tender for acceptance only those items that conform to the requirements of this contract. The government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require the repair or replacement of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

EXCUSABLE DELAYS – The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR THE GOVERNMENT'S CONVENIENCE – The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

TERMINATION FOR CAUSE – The Government may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DISCOUNTS FOR PROMPT PAYMENT

Prompt payment discounts offered by bidders will be applied by the Government as follows:

(a) Evaluation

(1) Unless otherwise provided in the specification, prompt payment discounts offered for payment within less than 20 calendar days will not be considered in evaluating bids for award.

(2) When prices are offered in response to an IFB/RFQ, any prompt payment discount which is eligible for consideration in the evaluation of bids (i.e., for a period of 20 days or more) will be applied directly to the prices offered.

(3) When the IFB/RFQ contains basic prices and the bid consists of the basic prices plus a percentage or the basic prices minus a percentage, such percentage will be applied first to determine the evaluated price offered. An eligible prompt payment discount will be applied directly to the evaluated price offered.

(b) Payment

(1) When the prompt payment discount is earned by reason of payment within the offered prompt payment period, the full discount will be deducted whether or not it was eligible.

(2) When payment is made after the expiration of the prompt payment discount period and the offered promptly payment discount exceed 5 percent any percentage in excess of 5 percent will be considered by the Government to be a special discount which the bidder or offeror agrees that the Government will be entitled to regardless of when payment is made.

(3) For the purpose of earning the discount, time will be computed from the time a correct invoice is received by the GPO to the date indicated on the Government check.

DISPUTES - Except as otherwise provided in the contract, a question of fact related to the contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall make his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 90 days from the date of receipt of such copy, the Contractor mails or otherwise furnished to the Contracting Officer a written appeal addressed to the Public Printer. The decision of the Public Printer, or a duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in the paragraph above: Provided, that nothing in the contract shall be construed as making final the decision of any administration official, representative, or board on a question of law.

SERVICE OF PROTEST

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Director, Materials Management Service, U.S. GPO, (MM), Washington, DC 20401.

(b)The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

PROTEST AFTER AWARD

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either-

(1) Cancel the stop-work; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's right to terminate this contract at anytime are not affected by action taken under this clause.
(f) If, as a result of the contractor's intentional misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained and the Government pays cost, as provided in 4(c)(2) or 6(h)(1) of GPO Instruction 305.7, the Government may require the contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, the Government may collect this debt by offsetting the amount against any payment due the contractor under any contract between the contractor and the Government.

WARRANTY - EQUIPMENT

1. Notwithstanding inspection and acceptance by the Government of the equipment furnished under this contract, or any provisions of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of one year after the date of acceptance all equipment furnished under this contract will be free from defects in workmanship or material and will conform to the specifications and all other requirements of the contract, and that upon written notice from the Contracting Officer issued within the warranty period he shall promptly furnish all labor and material to replace or correct the defective equipment, all without cost to the Government. All transportation charges and responsibility for the equipment while in transit shall be borne by the Contractor.
2. Within 72 hours after receipt of notice from the Contracting Officer, the Contractor shall advise the Contracting Officer concerning the correction, replacement or disposition of the defective equipment.
3. If the Contractor fails or refuses to correct or replace the nonconforming equipment within a period of 7 days from receipt of notice (or such longer period as the Contracting Officer may authorize in writing) the Contracting Officer may, by contract or otherwise, correct or replace them with similar equipment and charge the Contractor with all costs occasioned the Government thereby.
4. All labor and material furnished pursuant to this clause shall be subject to all of the provisions of this clause to the same extent as the material originally delivered.
5. The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.
6. Failure to agree upon any determination to be made under this clause shall be a dispute concerning a question of fact within the meaning of the "disputes" clause of this contract.

WARRANTY - SERVICES

a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor WITHIN 90 DAYS FROM DATE OF ACCEPTANCE BY THE GOVERNMENT. This notice shall state either-

- that the Contractor shall correct or re-perform any defective or nonconforming services; or
(2) That the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

**REPRES SECTION - K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF BIDDERS**

1. SMALL BUSINESS CONCERN REPRESENTATION
2. TAXPAYER INFORMATION
3. WALSH-HEALY PUBLIC CONTRACTS ACT REPRESENTATION
4. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
5. AFFIRMATIVE ACTION COMPLIANCE
6. PROHIBITION OF SEGREGATED FACILITIES

Representations and Certifications	Reference
Name and Address of Offeror	Date of Offer

"SOLICITATION" MEANS "INVITATION FOR BIDS" IN SEALED BIDDING AND "REQUEST FOR PROPOSAL" OR "REQUEST FOR QUOTATION" IN NEGOTIATION.

"OFFER" MEANS "BID" IN SEALED BIDDING AND "PROPOSAL" IN NEGOTIATION.

"OFFEROR" MEANS THE PERSON OR FIRM SUBMITTING THE OFFER.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (CHECK APPROPRIATE CIRCLE AND FILL IN BLANKS.)

1. 552.219-1 SMALL BUSINESS CONCERN REPRESENTATION (MAY 1991) (DEVIATION FAR 52.219-1)

(a) Representation. The offeror represents and certifies as part of its offer that it ☐ is or ☐ is not a small business concern.

(b) Definition. Small business concern, as used in this provision, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

© Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or, any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-3 TAXPAYER IDENTIFICATION (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;

* Other _____.

(f) *Common parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

ITEMS 3, 4, 5, AND 6 NEED TO BE CHECKED ONLY IF OFFER EXCEEDS \$10,000 IN AMOUNT.

3. 52.222-20 WALSH-HEALY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

4. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999))

The offeror represents that-

(a) It * has, * has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

5. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to contracts which include the clause at FAR 52.222-26, Equal Opportunity, except for construction contracts.)

The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

6. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.